

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
Agreement with Fehr & Peers
for the development of the
Everett Transit Long Range
Plan

____ Briefing
____ Proposed Action
____ Consent
____ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL # _____
Originating Department Trans. Services
Contact Person Tom Hingson
Phone Number 425-257-8939
FOR AGENDA OF December 21, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location

Preceding Action

Attachments

Department(s) Approval

Professional Services Legal,
Agreement Transportation Services

Amount Budgeted	\$251,299	
Expenditure Required	\$251,299	Account Number: 425 5090010010410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Through a request for qualifications process, Fehr & Peers was selected to develop Everett Transit's Long Range Plan. The three major scope elements include:

- 1) A robust public involvement element that prioritizes outreach at the beginning of the process to establish a clear vision for the plan and review of the future service network;
- 2) A strategic look at financial scenarios to understand the long-term financial environment and to ensure the plan is sustainable;
- 3) An evaluation of service planning concepts in order to establish a preferred network concept and development of service standards that will support the implementation of the Long Range Plan.

Completion of the plan is anticipated to be in the first quarter of 2018.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Fehr & Peers for the development of the Everett Transit Long Range Plan in the amount of \$251,299.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this day of December, 2016, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and Fehr & Peers, whose address is 1001 4th Ave., Ste 4120, Seattle WA 98154, hereinafter referred to as the “Service Provider.”

WHEREAS, the City desires to engage the Service Provider to develop the Everett Transit Long Range Plan for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by March 2018.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of two hundred and fifty one thousand two hundred and ninety nine Dollars (\$251,299).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Sabina Popa
3201 Smith Ave., Suite 215
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants)

relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. Insurance.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the

City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. City of Everett Business License. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. State of Washington Requirements. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices**.

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Sabina Popa
3201 Smith Ave., Suite 215
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Fehr & Peers
Attn.: Aaron Gooze
1001 4th Ave., Ste 4120
Seattle, WA 98154

26. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation

Fehr & Peers

[Service Provider's Complete Legal Name]

By: 

Typed/Printed Name: Chris Breiland

Its: Principal

Date: 12/8/2016

**Partnership
(general)**

[Service Provider's Complete Legal Name]

a Washington general partnership

By: _____

Typed/Printed Name: _____

General Partner

Date: _____

**Partnership
(limited)**

[Service Provider's Complete Legal Name]

a Washington limited partnership

By: _____

Typed/Printed Name: _____

General Partner

Date: _____

**Sole
Proprietorship**

Typed/Printed Name: _____

Sole Proprietor: _____

Date: _____

**Limited
Liability
Company**

[Service Provider's Complete Legal Name]

a Washington limited liability company

By: _____

Typed/Printed Name: _____

Managing Member

Date: _____

EXHIBIT A
SCOPE OF WORK

See separate document titled Exhibit A - Scope of Work (9 pages).

EXHIBIT B
COMPENSATION

☒ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate
Chris Breiland	Principal	\$225.00
Aaron Gooze	Project Manager	\$160.00
Sarah Keenan	Engineer	\$115.00
Peter Nguyen	GIS/Vis Comm	\$120.00
Yukari Bettencourt	Admin	\$110.00
Matthew Kitchen	EcoNW Director	\$194.00
Erik Rundell	EcoNW Sub PM	\$143.00
Jared Rollier	EcoNW Analyst	\$77.00
Erin Taylor	EnviroIssues Sub PM	\$157.60
Multiple	EnviroIssues Associates	\$102.00
Multiple	EnviroIssues Coordinators	\$83.64
Jenny Katz	Creative Studio	\$102.51

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:
Fee for service shall be percent % of the base registration fees collected by the City.
Additional fees and/or surcharges levied by the City will be retained 100% by the City.

Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed dollars (\$).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking	n/a	
Meals	n/a	
Marketing & Outreach Materials	n/a	\$15,000
Mileage	n/a	\$600

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☒ Yes ☐ No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.
2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No
3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: Fehr & Peers

Signature:  Printed Name: Chris Breiland Title: Principal

Exhibit A

Scope of Work

This scope of work documents the steps necessary to support Everett Transit in the development of a Long Range Plan for a 20-year time horizon. It includes a robust public involvement/outreach element that prioritizes outreach at the beginning of the process to establish a clear vision for the plan based upon information that summarizes the planning context. The scope takes a strategic look at financial scenarios to understand the long-term financial environment and to ensure the plan is robust and sustainable. The scope also includes an evaluation of service planning concepts in order to establish a preferred concept and the development of service standards that will support the implementation of the Long Range Plan. All of these elements will provide a clear vision and executable plan for Everett Transit's future.

Overarching assumptions

- Duration of contract is approximately from December 2016 through March 2018.
- All public outreach and involvement strategies shall be cognizant of the current City of Everett – Everett Transit's Federal Transit Administration Title VI Program.
- Consultant has included a budget for large scale printing (e.g., display boards). Costs of this nature will be coordinated by Consultant, and will be billed directly to Client.
- Consultant has included a budget for saturation mailings, or other notifications/ advertisements (e.g., online ads). Costs of this nature will be coordinated by Consultant, and will be billed directly to Client.
- Consultant will not incur direct costs for venue rentals/audio-visual. Costs of this nature will be billed directly to Client.
- The work expressly does not include assessing any implications that Consultant's recommendations may have on the safety of pedestrians, drivers, or bicyclists.

The following project tasks are required to complete the work:

1. Project Management and Outreach Strategy

This task encompasses the high-level management of the process, including meetings with Everett Transit staff and operators, the Transportation Advisory Committee and the City Council. Additionally, this task supports the development of the outreach strategy for the planning process.

- 1.1. Attend and facilitate a project kick-off meeting with Everett Transit staff.
- 1.2. Prepare for and attend at least two, up to four meetings of the Transportation Advisory Committee.
- 1.4. Submit monthly progress reports with invoices and coordinate scope of work execution on a weekly basis with Everett Transit's project manager.

1.5. Outreach Strategy Development and Communications - Meet with Everett Transit and City staff to develop a successful community engagement strategy, including identifying key stakeholder and neighborhood groups, partner agencies, engagement with the Transportation Advisory Committee and internal staff. The strategy will identify the decision-making opportunities throughout the planning process, existing venues that can be leveraged, the role of social media and online platforms as well as detailing the responsibilities of the Consultant and Everett Transit staff. Initial outreach support will include the development of a static page for www.everetttransit.org and a “toolkit” for distribution of outreach materials.

Deliverables:

- Public involvement plan that outlines roles/responsibilities for Client and Consultant team
- Content and static graphics for one subpage of www.everetttransit.org to ensure online project information availability
- A “toolkit” for Client distribution in direct neighborhood outreach, assumed to include a PowerPoint template and project fact sheet for general communications. Fact sheet development will also provide recommendations for translated content. Update PowerPoint twice over duration of project.
- Content and graphical layout for one saturation newsletter or other existing City saturation publication communicating final Long Range Plan at conclusion of project.

Outreach:

- No direct outreach will occur with this task, but the materials generated in this task will support outreach activities

2. Planning Context and Transit Trends Analysis

This task reviews existing and planned conditions (land use, transportation demand and capacity, demographics and planned capital investments) in order to understand how Everett Transit fits within the regional transportation network and the issues that should be considered in the planning process. The information from this task will be summarized in infographics that will be used for outreach purposes.

2.1. Everett Transit Data Review - Consultant will review all necessary existing conditions data provided by Everett Transit, including but not limited to: ridership, route structure, operational metrics, capital facilities, passenger amenities, administration services, and technology.

2.2. Local and Regional Plan and Data Review - Consultant will review relevant plans and programs, including but not limited to: City of Everett Comprehensive Plan and supplements, land use and transportation forecasts, subarea plans, transit plans, non-motorized plans; relevant documents from WSDOT, PSRC Vision 2040, Snohomish County, Sound Transit, and other adjacent jurisdictions.

2.3. Transit Trends and Conceptual Infographics - Using the information generated from the planning context and financial analysis, Consultant will develop infographics that detail how transit and transportation is trending and how Everett Transit may provide mobility in the future. The infographics will convey high-level depictions of transit service typologies and will highlight the inherent trade-offs between aspects such as frequency, coverage, speed, service span, private-public provision and multimodal integration. Additionally, they will provide a summary of the interaction between transit-supportive land use thresholds and how they relate to changes in transit service provision. The infographics will support the visioning outreach activities highlighted in Task 4.

Deliverables:

- Consultant will consolidate and develop necessary materials (website, boards, handouts, etc.) that will support the vision-setting outreach activities. Information presented will include a summary of the long range planning process, an overview of current agency and city plans, and other documentation of the planning context.
- Summary of trends in transit demand and service (fixed-route and paratransit)
Identify anticipated/directed population and employment growth areas within the service area, to include potential areas of growth not currently in Everett Transit service boundaries in order to account for future city expansion plans.

Outreach:

- Outreach deliverables include the materials generated in this task that will support outreach activities

3. Financial Scenario Analysis

This task provides the key financial scenario modeling in order to establish an understanding of the resources and issues that should be considered when developing the future service plan and supporting capital elements.

Data Needs: Historical financial data for Everett Transit including: revenue, service hours, FTE, wage and benefit rates, and fleet purchases.

3.1. Cost and Revenue Analysis - Consultant will analyze labor costs for Everett Transit and sales tax revenues, which are key factors in Everett Transit's financial ability to provide service. Labor cost analysis will look at how costs have changed over time and how they scale with service. The analysis will focus on changes in salary and benefits by employee category and assess the implications for future trends. The analysis will also look at how the number and type of employees change with changes in service and the implications for future service needs. Sales tax revenue analysis will project future sales tax revenue for Everett Transit at different points in time and provide high, medium, and low estimates. The projections will be based on a model of the central Puget Sound economy developed by ECONorthwest, originally for the Puget Sound Regional Council, with a specific treatment of the local City of Everett economy.

3.2. Grant Opportunities Assessment – This task will research and assess the funding landscape for Everett Transit’s capital needs over the long-term. Consultant will research federal grant opportunities and trends for bus fleet replacement and other capital projects, such as maintenance base improvements. Consultant will also analyze the number and amount of past awards for Everett Transit. Consultant will summarize key findings and implications for Everett Transit’s long-range planning and assess the implications of future award amounts on funding capital projects under a baseline and downside scenario.

3.3. Financial Evaluation of Preferred Concept- This task will use the analysis and findings from Task 3.1 to evaluate financial implications of the Long-Range Plan’s preferred service plan. Consultant’s evaluation will assess the potential for sales tax revenue, fares, grants, and other revenue sources to pay for the likely annual operating costs and needed capital improvements in the future. The evaluation will consider a number of scenarios assuming different growth in revenues and costs. The evaluation will identify any potential funding gaps and the funding options to supplement existing revenue sources if necessary

Deliverables:

- Memorandum summarizing sales tax revenue forecasts, grant opportunities and competitiveness, and labor cost evaluation. Memorandum will serve as an appendix in the final plan.
- Presentation materials summarizing findings from each subtask.

Outreach:

- No direct outreach will occur with this task.

4. Visioning Outreach

This task will present the material from Task 2 and Task 3 to gather public, agency and stakeholder input to develop the vision for Everett Transit. It encompasses a comprehensive in-person and online presence to ensure all interested parties are able to participate in the process.

4.1. Internal and External Outreach - With material from Task 2 and Task 3, Consultant will support Everett Transit in an outreach process to discuss and collect input to develop the long-term vision for Everett Transit. The goal of the visioning exercise is to support discussion among the public, stakeholder groups, internal departments and partner agencies to inform the development of network scenarios that achieve the vision. The specific meetings, outreach and stakeholder groups will be determined in Task 1 during the outreach strategy development. The visioning outreach task will include:

- Plan logistics, provide on-site set up and facilitate two “visioning workshop” public meeting/workshops to be held on the same day. Three consultant staff shall attend event to lead set-up and facilitation. Day assumed to include one daytime workshop with business/employers, and one evening workshop for general public audience.

- Develop online survey to facilitate feedback process.
- Translate in-person visioning event content for online audience. Consultant will provide a multi-page/station online open house (OOH) based on Consultant's demo.publicmeeting.info template. The online open house will include Google Analytics (one report per open house) and access to public involvement tracking software EnviroLytical for the duration of the online open house. Open house pages will be archived upon completion unless longer term hosting is requested.
- Promote public outreach effort with up to 8 online advertisements, including social media.
- Develop up to three additional notifications (e.g., poster for on-board outreach, email, press release).
- Notifications to business/employers assumed to be compiled and completed by Everett Transit staff.
- Compile summary of engagement. For analysis purposes and budget assumptions, online survey assumed to not require narrative comment analysis (e.g., all choice or scale questions), with up to 1000 responses, and narrative comments to be no more than 100 total received.

Deliverables:

- Public comment period/meeting plan with roles and responsibilities
- Online survey content
- Online open house archive PDF
- Eight (8) online advertisements
- Three (3) additional advertisements
- Summary memorandum and PPT slides of input received (1 draft, 1 final)

Outreach:

- Consultant will support an in-person evening general public open house, a daytime business/employer workshop and online open house along with supporting documentation for visioning workshops to be led and attended by Everett Transit staff at key stakeholder group meetings. Details of outreach will be finalized with the outreach strategy development.

5. Service Plan Concepts Evaluation and Outreach

This task will develop two distinct service plan concepts for evaluation and will seek public and stakeholder input on the concepts in order to guide the process towards a preferred service concept. An in-person and online public outreach effort is assumed for this task to gather feedback on the plan concepts.

5.1 Performance Measure Development – Consultant will work with Everett Transit staff to develop a set of performance measures that are aligned with the vision developed in Task 4 to use in the service plan evaluation process. The metrics are expected to be consistent with measures identified in the

Everett Comprehensive Plan as well as metrics common throughout the transit industry. An in-person meeting is planned for development of the performance measures.

5.2. Service Plan Concepts Evaluation - Consultant will leverage the input gathered through the visioning outreach and internal meetings with Everett Transit staff to develop a set of two (2) distinct service plan concepts for evaluation. It is expected that the service plan concepts will be developed in coordination with Everett Transit staff. The service plan concepts will encompass a set of service typologies to spatially represent key transit nodes and connections and the underlying land use and travel demand that necessitates those typologies. A combination of methodologies will be used to evaluate the service plan concepts in order to report high-level summaries of ridership, mode share, geographic coverage, multimodal integration and other performance metrics. Data and platforms may include the Sound Transit travel demand model, the Snohomish County travel demand model, GIS spatial queries and Remix software.

Contingency Task – The outreach element in Task 5 has a majority of its budget currently in the contingency reserves, with some hours reserved as a placeholder in the Task 5 budget. Full implementation of Task 5.3 would require approximately \$20,000 from the contingency budget. However this level of outreach may not be needed upon development of an outreach strategic plan and the funds may be reallocated to separate tasks as the project process unfolds.

5.3. Feedback on the Service Plan Concepts – An in-person general public open house and a complementary online feedback format are assumed in order to obtain detailed feedback on the service plan concepts with the objective of determining a preferred service plan for the Long Range Plan. Consultant will translate technical team content related to the concepts to gather feedback on network and financial proposals as follows:

- *Modify original online survey to facilitate second round of feedback.*
- *Plan logistics, provide on-site set up and facilitate one public meeting. Three consultant staff shall attend event to lead set-up and facilitation.*
- *Consultant will update existing online open house template developed in Task 4, a multi-page/station OOH based on Consultant's demo.publicmeeting.info template. The online open house will include Google Analytics (one report per open house) and access to public involvement tracking software EnviroLytical for the duration of the online open house. Open house pages will be archived upon completion unless longer term hosting is requested.*
- *Promote public outreach effort with up to 8 online advertisements, including social media.*
- *Develop up to three additional notifications (e.g., on-board outreach poster, email, press release).*
- *Compile summary of engagement. For analysis purposes and budget assumptions, online survey assumed to not require narrative comment analysis (e.g., all choice or scale questions), with up to 1000 responses, and narrative comments to be no more than 100 total received.*

Deliverables:

- Memorandum detailing the chosen performance measures and the results of the service plan concept evaluation. Memorandum will serve as an appendix in the final plan.
- Necessary materials summarizing the service plan evaluation for outreach activities
- Online open house archive PDF
- Eight (8) Online advertisements
- Three (3) Additional advertisements
- Summary memorandum and PPT slides of input received (1 draft, 1 final)

Outreach:

- Consultant will support the content update for an online open house and will review public feedback along with providing supporting materials for Everett Transit-led workshops at key stakeholder group meetings. Details of outreach will be finalized with the outreach strategy development in Task 1.

6. Service Standards and Draft Plan Development

This task will incorporate the feedback from Task 5 to develop and evaluate a preferred service plan concept, determine a set of service standards, and to consolidate all supporting information into a draft Long Range Plan document. Outreach will primarily be informative in nature, with updates detailing how the feedback from prior tasks led to the current draft planning document. Feedback and input will be more informal in nature as compared to Tasks 4 and 5 outreach elements.

6.1. Preferred Service Plan Development and Evaluation - Consultant will work with Everett Transit staff to incorporate the previously evaluated performance measures, and the feedback received on the service plan concepts in order to develop a preferred service concept for inclusion in the plan. This will encompass at least one (1) in-person workshop with staff to finalize the preferred service plan. Upon finalization of the preferred service plan, Consultant will apply the same performance metrics utilized in Task 5 to provide a high-level evaluation.

6.2. Service Standards Development – Consultant will work with Everett Transit staff to develop the appropriate service standards and thresholds for measuring and implementing the Long Range Plan. The standards will provide guidance for when operational or capital investments are needed based upon changes in demand or service operation characteristics and will be developed to allow Everett Transit to monitor them periodically to calibrate future service plans.

6.3. Preferred Service Plan Support Analysis – With an understanding of the preferred service plan, Consultant will work with Everett Transit to determine and document the capital and administrative support necessary to implement the plan. This includes fleet and maintenance base needs, passenger amenities, human resource requirements, and technology needs and the estimated high-level costs associated with these investments.

6.4. Draft Plan Development – Consultant will incorporate the material generated in Task 2, Task 3 and Task 6 to develop a draft Long Range Planning document that provides a clear vision for Everett Transit with a summary of the financial and capital support needed to achieve that vision.

6.5. Informative Outreach Update - Consultant will support Everett Transit in updating necessary online materials to provide information to the public highlighting the draft Long Range Planning document. It is assumed that any feedback or in-person outreach will be managed through Everett Transit staff.

Deliverables:

- Memorandum documenting the preferred service plan development and evaluation, the service standards development process and the supporting analysis from subtasks 6.1, 6.2 and 6.3. Memorandum will serve as an appendix in the final plan.
- Draft Long Range Plan document, including necessary maps, graphics and text.

Outreach:

- Content necessary to update online materials and support Everett Transit staff.

7. Final Plan Development

This task provides resources for the necessary modifications to the draft plan based in order to finalize the Long Range Plan for adoption by the City Council.

7.1. Final Long Range Plan – Consultant will support Everett Transit in finalizing the draft plan based on public, agency, and stakeholder feedback. The final Long Range Plan document will leverage graphics and figures to convey the message of the plan, with more detailed information provided in the appendices developed in prior tasks.

7.2. Plan Adoption – Consultant will provide support to Everett Transit staff for up to one revision of the planning document during the plan adoption process. It is assumed that a majority of the in-person and document updates will be completed by Everett Transit staff.

Deliverables:

- Final Planning document, including necessary maps, graphics and text with supporting appendices.

Outreach:

- No formal outreach is planned in this task.

Budget Estimate

Firm		Fehr & Peers				EconW				Envirospace					
Name	Title	Chris B.	Aaron G.	Sarah K.	Peter N.	Yulian B.	Matthew K.	Eric R.	Jared R.	Eni T.	Sub PM	Multiple Associate	Multiple Coordinator	Jenny K.	
		Principal	Project Manager		GS/VicCom	Admin	Director	Sub PM	Analyst	Sub PM				Creative Studio	
		\$225.00	\$180.00		\$20.00	\$110.00	\$194.00	\$43.00	\$77.00	\$157.60		\$102.00	\$83.64	\$102.51	
Task	Description														Total Budget
1	Project Management and Outreach Strategy	24	44	0	0	28	4	1	1	29	23	5			\$23,647
2	Planning Context and Transit Trends Analysis	12	48	102	40	0	0	0	0	10	36	9			\$35,063
3	Financial Scenario Analysis	4	8	0	0	0	15	46	64	0	0	0			\$15,596
4	Visualizing Outreach	8	8	0	0	0	0	0	0	30	95	70			\$29,208
5	Service Plan Concept Evaluation and Outreach	14	44	98	50	0	4	0	0	30	0	4			\$32,188
6	Service Standards and Draft Plan Development	24	68	186	60	24	0	0	0	5	29	4			\$48,951
7	Final Plan Development	8	32	36	24	0	8	14	17	0	0	0			\$18,803
	Labor Total Hours	94	252	422	174	28	27	61	82	104	181	88			\$204,956
	ODC (printing, travel, mailings, etc.)														\$15,000
	Contingency Reserve (15%)														\$30,493
	Final Total														\$250,689

Estimated Schedule



Everett Transit Long Range Plan Development Timeline

